

1 **ARTICLE 29. PAID AND UNPAID ABSENCES**

2 GTFF Proposed Language | ~~GTFF deletion~~ | UO Proposed Language | ~~UO deletion~~ |  
3 Agreed Upon Language | Status Quo

4 This article addresses short and long term absences due to personal illness, injury, medical  
5 appointment or procedure, or other disabling medical condition; the illness, injury, medical  
6 appointment or procedure, or other disabling condition of a family member (as defined in  
7 Article 44); a child, spouse/partner, or parent; bereavement for a family member (as  
8 defined in Article 44); or illness or injury as a result of exposure to inappropriate behavior as  
9 detailed in ARTICLE 25, Section 5. This article also applies to the birth or adoption of a new  
10 child, and to both parents if both parents are GEs.

11  
12 **Section 1. Notification**

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14 Except as provided for in Sections 6, 7, 8 and 9, it is the GE’s responsibility to complete the  
15 duties assigned to them in a given term. If it is impossible to report for work to complete  
16 assigned duties or meet a class as scheduled, the GE should notify their supervisor or other  
17 designated department faculty/staff member (e.g., department head) as early as possible and  
18 before the first assigned duty on the day to be missed.

19  
20 **Section 2. Missed Class**

21  
22 Responsibility for helping find a substitute for missed classes is as follows:

23  
24 a. In the case that the GE will miss a class for their own purposes (other than those  
25 described in b), they must follow the absence notification procedures outlined in their  
26 department’s GDRS. The department may ask that the GE to attempt to find a  
27 substitute. The designated department faculty/staff member will also try to find a  
28 substitute.

29  
30 b. In cases where the absence is taken pursuant to Section 8, including when such leave is  
31 used due to illness or injury as a result of exposure to inappropriate behavior as detailed  
32 in ARTICLE 25, Section 5, the department will ultimately be responsible for finding a  
33 substitute, however, they may ask the GE for assistance in finding a substitute.

34

35 If no substitute is found, the department may elect to cancel the class. Whenever possible, the  
36 GE or their designee will provide the department faculty/staff member with information about the  
37 class to be covered (e.g., where they left off in the previous class).  
38

### 39 **Section 3. Missed Duties**

40

41 If a GE's workload allocation is adjusted due to the use of paid sick leave, a GE may call for a  
42 review by the department/unit head or designee.  
43

44 Except as provided for in Sections 6 and 7, for duties missed not related to a class meeting, the  
45 designated department faculty/staff member or supervisor will work with the GE to determine  
46 when and how the work will be made up.  
47

### 48 **Section 4. Departmental Policy**

49

50 Departments/employing units are required to have a GE absence procedure documented in the  
51 GDRS. It may also be cited in the GE/graduate student handbook, or on its website. The  
52 designated department faculty/staff member will be clearly identified in the documented  
53 procedure.  
54

### 55 **Section 5. Coverage for Absent GEs**

56

57 When coverage is necessary, the employing unit will notify the Division of Graduate Studies and  
58 the Division of Graduate Studies will advise the employing unit regarding coverage for an  
59 absent GE. Except in addressing coverage needs resulting from absences pursuant to Section  
60 7, no adjustments will be made that would cause a GE's appointment to exceed .49 FTE per  
61 term.  
62

63 Any GE who is assigned to cover the responsibilities of an absent GE with more than 24 hours  
64 notice shall have their FTE adjusted in proportion to the amount of time used for the substitution  
65 or have their duties adjusted to account for the substitution.  
66

67 Any GE who substitutes for 1) another GE who is on sick leave and 2) with notice of less than  
68 24 hours will either receive:

- 69 1. hourly compensation at the overtime rate of 1.5 times the substitute's current GE pay  
70 rate

71 2. or will account for the hours within their regular work assignment if work as a substitute  
72 is specified in the workload allocation form, a relevant and specific job description in the  
73 department GDRS, or documented list of individual work duties for that GE.

74

75 In no instance shall a GE be required to pay for a substitute.  
76

77 **Section 6. Division of Graduate Studies Consultation**  
78

79 If a GE misses or is going to miss more than five days in a term, the GE or their designee must  
80 contact the Division of Graduate Studies. The Division of Graduate Studies will coordinate with  
81 the GE and employing unit on any adjustment due to the GE's absence. Prior to adjusting a  
82 GE's FTE, the following factors will be considered:

- 83 1. the duration of the absence;
- 84 2. the timing of the absence;
- 85 3. the GE's assignment;
- 86 4. the ability of the GE to perform assigned duties;
- 87 5. whether or not it is feasible to adjust the assignment of duties within the current term;
- 88 6. in the case of an absence pursuant to Section 7, whether or not it is feasible to adjust  
89 the assignment of duties over the course of the GE's full appointment period;
- 90 7. the absence's impact on academic progress; and
- 91 8. the amount of paid sick days the GE has accrued.

92

93 Where feasible and taking into consideration the aforementioned factors, adjustments to FTE  
94 will be applied equitably across all employing units. If there is no adjustment of FTE under this  
95 section, the Division of Graduate Studies will assist the employing unit and the GE in  
96 determining duty and workload allocation and/or use of accrued paid sick days.  
97

98 **Section 7. Oregon Paid Family and Medical Leave**  
99

100 The University will comply with all applicable laws and regulations required by Paid Leave  
101 Oregon (PLO), including ensuring access of all eligible bargaining unit members to the benefits  
102 of an Equivalent Plan, Oregon Paid Family and Medical Leave (ORPFML).

- 103 a. Bargaining unit members who utilize ORPFML, but do not receive 100% of their regular  
104 salary, may, if the employee chooses, use appropriately qualifying paid sick time or any  
105 other paid leave available to the bargaining unit member to make up the difference.
- 106 b. To ensure continuity of pay for employees utilizing the program, the University shall offer  
107 no-interest, no-fee loans to employees who anticipate that their ORPFML disbursement

108 will not be delivered by the last day of that month or will otherwise result in a disruption  
109 of their normal pay schedule. Loan offers shall be no less than the total amount of  
110 income that the employee will or may reasonably expect to miss as a result of a gap in  
111 pay. Bargaining unit members should contact the Division of Graduate Studies to  
112 request the loan. Disbursement of funds shall be made no later than seven days after  
113 the anticipated start of leave under the program.

114 c. To the extent required by the Paid Leave Oregon law, applicable provisions of this CBA,  
115 and state laws regulating employee benefits, bargaining unit members accessing  
116 ORPFML who use eligible accrued leave hours to make up the difference between their  
117 Paid Leave Oregon benefit amount and their regular salary amount will continue to have  
118 their non-ORPFML (i.e., use of accrued sick or other paid leave) gross wages accrue all  
119 benefits to which they are eligible.

120

## 121 **Section 8. Family and Medical Leave**

122

123 When a GE will be absent for a period of greater than five (5) consecutive working days (one  
124 week), they may be entitled to GE Family and Medical Leave (GEFML) as described in this  
125 section. GEs are not required to take ORPFML; however, if they take ORPFML, it will run  
126 concurrently with the GEFML. At the request of a GE, unpaid parental leave (subsection b(1)  
127 and b(2) below) under this Section can be utilized before paid sick days.

128

129 a. **Eligibility.** Any GE who has been an employee of the University, as a GE, for at least  
130 one term in the twelve months preceding the term in which the leave is requested is  
131 eligible for leave according to the terms set forth in this section.

132

133 b. **Provision.** The GE shall be entitled to a total of sixteen (16) work weeks of unpaid leave  
134 during any twelve- month period for one or more of the following reasons: (1) the birth of  
135 a child and in order to care for such child; (2) placement of child with GE for adoption or  
136 foster care; (3) the care of a spouse (or equivalent in accordance with Oregon state law),  
137 partner, child, or parent of the GE if a serious health condition exists; (4) a serious health  
138 condition of the GE which makes the GE unable to perform their duties.

139

140 After exhausting sick leave (or before exhausting sick leave in the case of unpaid  
141 parental leave under this Section), a GE who takes leave for one of these reasons has  
142 the right to shift duties and workload in a manner that allows the GE to take at least two  
143 weeks off (including sick leave) over the course of the GE's full appointment period. If a  
144 GE exercises this right, duty and workload allocation will be determined under Section 6

145 of this Article. The foregoing two sentences do not affect a GE's right under Section 6 to  
146 request additional adjustments to their duties and/or workload.  
147

148 c. **Notice Requirement.** The GE shall provide their employer with written notice not less  
149 than thirty (30) days prior to the date of requested leave, if practicable. In the case of an  
150 emergency or unforeseen circumstance, the GE must give a verbal notice to their  
151 employer within twenty-four (24) hours of taking leave. In the case of a serious health  
152 condition, the University may request medical verification from a healthcare provider and  
153 the GE must provide such verification within fifteen (15) days of the request.

154

155 d. **Benefits Retention.** GEs appointed at .27 FTE or less shall retain their tuition waiver  
156 and the University shall continue to pay health care premiums during the duration of the  
157 GE's leave if the GE remains enrolled and has or will have performed works  
158 representing a minimum of .14 FTE during the term in which family and medical leave is  
159 taken. Salary will be adjusted to reflect changes in FTE. All other GEs will retain their  
160 tuition waiver and health care benefits if they have or will perform work representing a  
161 minimum of .16 FTE during the term in which family and medical leave is taken. Salary  
162 will be adjusted to reflect changes in FTE.

163

164 e. **Job Protection.** After returning to work after taking leave under these provisions, a GE  
165 is entitled to be restored to the position of employment held by the GE when the leave  
166 commenced, or an alternative position if the position held no longer exists. Leave taken  
167 under these provisions shall not be counted against guaranteed years of funding.  
168 This provision will not be applicable in the case where the GE returns in a term under  
169 which they did not have an appointment or an expectation of such appointment with the  
170 University.

171

172 f. **Academic Leave of Absence.** If a GE takes GEFML of five (5) weeks or longer in a  
173 single term, such leave may be taken in conjunction with an academic leave of absence.  
174 If a GE takes an academic leave of absence after the normal filing date for declaring on  
175 leave status, the GE shall contact the Division of Graduate Studies for assistance in  
176 obtaining a complete withdrawal for the term. Except as outlined in part (d) of this  
177 section, a GE on GEFML who takes an academic leave of absence will lose their tuition  
178 waiver and insurance subsidy, however, the GE can maintain health benefits by paying  
179 COBRA premiums.

180

181 **Section 9. Paid Sick Days**

182

183 The parties agree that this section implements SB 454 effective January 1, 2016 and provides a  
184 benefit equal to or better than that required by the law.

185

186 a. **Eligibility.** GEs shall be eligible to use sick leave immediately upon accrual during any  
187 term in which a GE has an appointment.

188

189 b. **Work week.** Unless specified otherwise, a GE's work week is assumed to be made up  
190 of five consecutive days (Monday through Friday) with equal hours per day reflective of  
191 their assigned FTE.

192

193 c. **Accrual.** GEs accrue three (3) work days of paid sick leave for every term of paid GE  
194 work. Actual time worked and any time on approved paid leave shall determine the pro  
195 rata accrual of sick leave credits each month. All accumulated paid sick days can be  
196 utilized during any term of employment.

197

198 d. **Bank, Compensation,** GEs can accrue a maximum of ~~eighteen (18)~~**ten (10)** work days  
199 of sick leave. There is no compensation for unused sick leave at any time during or after  
200 employment and hours do not transfer to non-GE positions or other institutions. When a  
201 GE uses sick leave they will be compensated at their current rate of pay. GEs cannot  
202 donate sick leave to other employees, and leave cannot be donated to GEs.

203

204 e. **Restoration.** GEs who were previously employed by the University as a GE in good  
205 academic standing and/or on an approved leave from the graduate school within the  
206 past 730 days and return to a GE position shall have previously accrued and unused  
207 sick leave credits restored.

208

209 f. **Exhaustion.** A GE who exhausts their sick leave may request unpaid leave for  
210 absences.

211

212 g. **Use.** GEs who have earned sick leave credits must use and must record the use of sick  
213 leave for any period of absence during the member's regular work hours if the absence  
214 is due to the employee's illness, injury, pregnancy-related illness or other conditions,  
215 medical or dental care, exposure to contagious disease, or attendance upon members of  
216 the employee's immediate family (employee's parent(s), spouse or domestic partner,  
217 spouse or domestic partner's parent(s), children, brother, sister, grandmother,  
218 grandfather, son-in-law, daughter-in-law, or another member of the immediate  
219 household) where the employee's presence is required because of illness; or for any  
220 period of absence that is due to a death in the immediate family of the GE or in the  
221 immediate family of the GE's spouse or domestic partner.

222

223 Sick leave may be taken in the event that a lawful public health authority declares an  
224 emergency relating to the GE's employment, their self-care, or the care of a family  
225 member.

226

227 Sick leave may be taken in the event that the GE is ill or injured as a result of exposure  
228 to inappropriate behavior described in ARTICLE 25, Section 5; seeks legal services, law  
229 enforcement services, or medical treatment relating to domestic violence, harassment,  
230 sexual assault, or stalking for themselves or a minor child. In these cases, victim  
231 services and home relocations may also be covered by sick leave. A GE shall record  
232 sick leave use within a reasonable time of sick leave usage. There shall be no discipline  
233 for inadvertent failures to record hours, though the employer may request the record be  
234 updated.

235

236 For the purpose of eligibility and utilization of sick days available,

- 237 1. a scheduled work day shall be defined as a day containing scheduled work  
238 commitments including, but not limited to, lectures, recitations, labs, office hours, and  
239 staff meetings;
- 240 2. for purposes of grading, a GE will use paid sick leave if a grading deadline is, or will be,  
241 missed; and
- 242 3. a paid sick day is a scheduled work day in which accrued paid time was utilized, and  
243 work hours were not completed at an alternate time.

244

245 Regardless of actual time missed by a GE on a work day, sick leave will be taken in **full**  
246 **half**-day increments.

247

248 h. **Requests and Scheduled Leave.** The University must provide a GE with their accrued  
249 paid sick leave upon request when used pursuant to this section. In the event that the

250 leave is not foreseeable, the GE must follow the absence procedures set forth by the  
251 department in the GDRS and provide an estimated amount of time that leave is  
252 expected. In the event a GE is unable to fulfill employment duties, services or obligations  
253 for reasons covered under this article, the GE will notify their supervisor (or department  
254 or unit designee) as promptly as possible so that arrangements for the absence can be  
255 made by the University. In addition, an affected GE will make reasonable efforts to assist  
256 in arrangements for another to meet their employment obligations. In no case will the GE  
257 be required to pay for such coverage. It is the responsibility of the University to find a  
258 temporary replacement.

259

260 i. **Abuse and Discipline.** Sick leave taken for reasons outside of the scope of this article  
261 may result in discipline up to and including termination. The University may only initiate a  
262 disciplinary process when the University has an articulable basis for doing so with  
263 observable evidence.

264

265 j. **Sick Leave and Family and Medical Leave.** GEs who qualify for Family and Medical  
266 Leave pursuant to Section 7 shall use all accrued sick days prior to entering unpaid  
267 status, except in the cases of unpaid parental leave under Section 8 or ORPFML. Use of  
268 paid sick days counts towards the **1642** weeks of unpaid Family and Medical Leave  
269 (Section 8).

270

## 271 **Section 10. Holidays**

272 GEs cannot be required to work on holidays observed by the University, except as necessary to  
273 maintain or operate critical facilities or operations. GEs who observe religious or cultural  
274 holidays shall not be **unreasonably** denied time off in observation of such holidays.